



ASSOCIATES COMMERCIAL CORPORATION

(A subsidiary of ASSOCIATES CORPORATION OF NORTH AMERICA)

TWO CONTINENTAL TOWERS
1701 GOLF ROAD • SUITE 103
ROLLING MEADOWS, IL 60008
312 228-0033

RECORDATION NO. 14317 Filed 1425

April 18, 1984

MAY 1 1984 10 35 AM

INTERSTATE COMMERCE COMMISSION

Secretary of Interstate Commerce Commission
Washington, DC 20423

Att: Mildred Lee
Head of Recordation

Dear Ms. Lee:

Enclosed you will find documentation that Associates Commercial Corporation desires to record with the Interstate Commerce Commission. Listed below is some pertinent facts we believe necessary to record this filing:

| | |
|----------------------------------|---|
| Parties involved in transaction: | Finkbiner Equipment Co. as (Debtor) and Associates Commercial Corporation as (Secured Party) |
| Date of transaction: | March 23, 1984 |
| Collateral: | One (1) Gradall Model 660C Telescopic Boom Excavator S/N NP359434 |
| Type of Collateral: | Rolling Stock |
| Type of Agreement: | Chattel Mortgage (Security Agreement) |

Furthermore, I have enclosed an original and one copy of our document package. Our wholesale Loan Master - Chattel Mortgage #620950 is a one-time document that is executed by the Debtor, while the Supplemental-Chattel Mortgage #620989 is the document that specifies the collateral in each loan transaction. Therefore, we were instructed to enclose a filing fee of \$60.00 for recording these two documents.

Your assistance in this matter will be appreciated, and if I can answer any questions, please don't hesitate to contact me.

Sincerely,

ASSOCIATES COMMERCIAL CORPORATION

Tony Whitehurst
Tony Whitehurst
Branch Manager

No. 4-122A061
Date MAY 1 - 1984
Fee \$ 60.00
ICC Washington, D. C.

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RECORDATION BR.

Interstate Commerce Commission
Washington, D.C. 20423

8/14/84

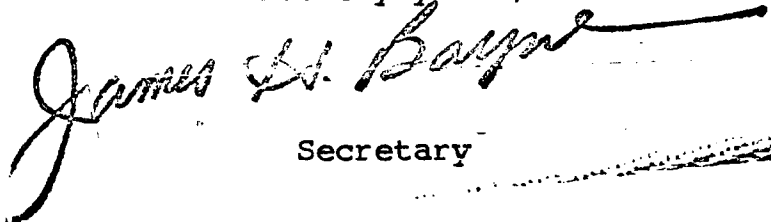
OFFICE OF THE SECRETARY

Tony Whitehurst
Branch Manager
Associates Commercial Corporation
Two Continental Towers
1701 Golf Rd. Suite 103
Rolling Meadows, Ill. 60008

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/1/84 at 10:35am and assigned re-
recording number(s). 14317

Sincerely yours,


Secretary

Enclosure(s)



CHATTEL MORTGAGE
SUPPLEMENTAL SECURITY AGREEMENT
(See usage instructions on reverse side.)

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MAY 1 1984 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

The undersigned dealer ("Debtor") hereby acknowledges receipt of One Hundred Forty Four Thousand Four

Hundred and 00/100 - - - - - DOLLARS (\$ 144,400.00) (the "Advance") loaned to

Debtor by the below named secured party ("Secured Party") pursuant to a Security Agreement dated March 23, 1984 between Debtor and Secured Party (the "Agreement"). Debtor hereby acknowledges and confirms that to secure payment of the Advance plus interest and charges thereon Debtor has granted and does hereby grant to Secured Party a security interest in the following described property together with all attachments, accessories, exchanges, replacements, repairs, and additions thereto and all chattel paper, documents, general intangibles, instruments, accounts and contract rights now existing or hereafter arising with respect to any thereof, and all cash and non-cash proceeds of any of the foregoing (all herein collectively called "Collateral"):

| Describe Inventory fully, including make, kind of unit, model and serial numbers and any other pertinent information. | AMOUNT |
|--|---------------|
| One (1) Gradall Model 660C Telescopic Boom Excavator S/N NP359434 with GM471N Diesel engine in upper, GM6V-53T Diesel engine in 6x4 carrier, and remote control. | \$ 144,400.00 |
| ADVANCE (TOTAL) | \$ 144,400.00 |

Debtor also acknowledges and confirms that it has granted and does hereby grant to Secured Party a security interest in the Collateral to secure payment of all other Advances under the Agreement, plus interest and charges thereon, and to secure payment and performance of all other obligations and liabilities of Debtor to Secured Party, now existing or hereafter arising either under the Agreement or under any other agreement.

Debtor hereby irrevocably instructs Secured Party to disburse the Advance as follows:

\$to Debtor

\$ 144,400.00 to The Gradall Company 406 Mill Ave. S.W. New Philadelphia OH
(Name and Address) 44663

+ \$to
(Name and Address)

\$ 144,400.00 Advance (Total)

Debtor promises to repay the Advance, together with interest and charges thereon and all other amounts payable hereunder and under the Agreement, in accordance with the terms and provisions of the Agreement. However, until demand for payment is made by Secured Party, or an item of Inventory is sold by Debtor, or an event of default occurs, the Advance shall be repayable by Debtor in installments as follows:

100% of the Advance on the date 180 days ~~months~~ after the date hereof,

~~.....~~

~~.....~~

with interest before maturity, payable by Debtor promptly as billed, at 0.....% per annum computed monthly on the average daily balance of the Advance outstanding during the preceding month. After the maturity of any installment or upon acceleration of all installments, additional interest shall be payable on such installment(s) at a rate which, when added to the foregoing rate, is equivalent to 1½% per month if not prohibited by law, otherwise to the highest rate Debtor can legally obligate itself to pay and/or Secured Party can legally collect.

Debtor acknowledges and agrees that all of the terms, conditions, warranties and remedies contained in the Agreement are incorporated herein by reference. Debtor represents and warrants to Secured Party that Debtor has not, directly or indirectly, violated any of the provisions of the Agreement and has performed and will continue to perform all of Debtor's obligations under the Agreement in accordance with the terms thereof.

Dated March 23, 1984

Secured
Party ASSOCIATES Commercial Corporation

Dealer
(Debtor) Finkbiner Equipment Co.
(Name of individual, corporation or partnership.
Give trade style, if any, after name.)

By M B Finkbiner Title PRESIDENT
(If corporation, authorized officer must sign and show corporate title.
If partnership, a general partner must sign. If owner or partner, show which.)

15 W. 400 North Frontage Rd.
(Street Address)

Burr Ridge (Du Page) IL 60521
(City, COUNTY, State and Zip Code)

By CA Palm DSM
(Authorized Representative)

Two Continental Towers
1701 Golf Rd., Ste 103
(Street Address)

Rolling Meadows, IL 60008
(City, State and Zip Code)

ACKNOWLEDGMENT

State of Illinois

County of Cook

On the 23rd day of March, 1984, personally appeared before me Charles A. Palm, who, being by me duly sworn, did say that he (he or she) is the District Sales Mgr. (title of officer) of Associates Commercial Corp. (name of corporation), that the within instrument was signed in behalf of said corporation by authority of its by-laws (its by-laws or a resolution of its board of directors), and said Charles A. Palm acknowledged to me that said corporation executed the same.

Matthew J. Raiter
(Signature)

My Commission expires on Jan. 22, 1986

I reside at: 513 S. Wille
Mt. Prospect, IL 60056